BENGALURU METROPOLITAN TRANSPORT CORPORATION
Central Offices:: Shanthinagar:: Bangalore

Selection of Service Provider for Procurement, Operation and Maintenance of 120 Nos. 900mm floor height city type Non AC electric buses on Gross Cost Contract (GCC) Model Tender No :BMTC/2023-24/SE0217/Call-2 Dtd.10.02.2024

Present:

Sl. No.	Committee Members
1	Chief Mechanical Engineer, BMTC
2	Controller of Stores & Purchase, BMTC
3	Chief Accounts Officer, BMTC
4	Chief Civil Engineer, BMTC

Sl No	Companies
1	M/s.OHM Global Moblity Pvt Ltd.,
2	M/s.EVEY Trans Pvt. Ltd.

The Chief Mechanical Engineer, BMTC welcomed the committee members and also the representatives of the companies and informed that the Tender No :BMTC/2023-24/SE0217 Dtd.10.02.2024 was floated for Selection of Service Provider for Procurement, Operation and Maintenance of 120 Nos. 900mm floor height city type Non AC electric buses on Gross Cost Contract (GCC) Modeldocuments related to tender terms and conditions are available in the e-procurement portal.

The queries submitted by the firms and the decision of BMTC are as under:

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
				M/s. EVEY Pvt Ltd.,	
1			SPV Formation: New clause to be added.	Execution of E Bus contracts through the SPVs is very common practice in Indian Electric Bus GCC contracts and in fact this mechanism is mandated by NITI Aayog through their Model Concessionaire Agreement of FAME II Gross Cost Contracts of Department of Heavy Industries, GoI. A Special Purpose Vehicle (SPV) used for implementation of a particular project would have an advantage of segregation of project assets, a Specific Escrow account for the receipt/payment of revenue and expenditure concerned to the project, easy procurement of Project Finance, easy creation of Charge on the Assets of the Company (for financing the project) related to the project and assigning substitution rights related to the project in favor of the Lender concerned. Also, various lenders like REC, SBI and Yes Bank are also in a view to encourage the SPV(s) rather to fund multiple projects under one company name (Parent Company) as they wish to safe guard their project from other lender funded projects. In case if the funding is facilitated under one company name for different STU projects, any delay or non-receipt of operational payments under any of these	Not accepted

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				contracts may impact the project funded by other Lender. Thus, to avoid the financial hurdles, SPV(s) are ideal solution to ring fence the project.	
2			Field Trial Run: New clause to be added.	Prior to Opening the Financial bids, the Technically qualified bidders are required to perform the Trial run/Proof of Concept in Bangalore city with the offered model i.e, 9m Std-Floor Electric bus as per the routes desired by BMTC for a minimum period of 2 days as per following conditions: Field trials shall be performed with the routes having higher number of Passenger stops and bus will stop at the desired Passenger Stop for at least 01 Minute.	Adhere to tender condition, please refer the tender document uploaded on 10.02.2024
3	Volume II Tech Specifications	Page No. 4 Point N0. 12	12. Charging range: The battery shall have capacity to operate 120kms in single charge at 80% SOC	Charging range: The battery shall have capacity to operate ~~120~~165kms in single charge at 80% SOC**as per real time operating conditions**	The battery shall have capacity to operate 120 kms in single charge at 80% SOC and after opportunity charging of 45 minutes, so that assured kms of 180km per day is achieved.
4	Volume 1 RFP Document	Page No.6 of RFP	Annual Assured Kilometres 63,000 (180 assured Km/day/bus X 350 days)	Annual Assured Kilometres 70,000 (200 assured Km/day/bus X 350 days)	Adhere to tender condition, please refer the tender document uploaded on 10.02.2024
5	Volume – II MSA	Page No 88 of MSA	22.7 Revision of Fee 22.7.1 The Basic Quoted Rate per Kilometer for Hiring of Electric AC Buses will be revised annually @ 1.0% of Basic Quoted Rate from 3rd year of the date of COD throughout the contractual period to accommodate price escalation on account of cost of maintenance, material and manpower	22.7 Revision of Fee 22.7.1 The Basic Quoted Rate per kilometer for Hiring of Electric AC Buses will be revised annually @ ~~1.0%~~2% of Basic Quoted Rate from **2nd year** of the date of COD throughout the contractual period to accommodate price escalation on account of cost of maintenance, material and manpower	Adhere to tender condition, please refer the tender document uploaded on 10.02.2024
6	Volume III Master Concession Agreement	Page No 87 Clause No. 22.6 Payment for Excess kilometre:	22.6.1 Payment for excess kilometre = [(Actual kilometres Operated by all available buses within contracted buses for the six month period– (Assured km of all contracted buses for the six month period)) X PK Fee X 0.5]	22.6.1 Payment for excess kilometre = [(Actual kilometres Operated by all available buses within contracted buses for the six month period– (Assured km of all contracted buses for the six month period)) X PK Fee X 0.50.85]	Adhere to tender condition, please refer the tender document uploaded on 10.02.2024
7	Volume III Master Concession Agreement	Page No 87 Clause No. 22. Payment for underutilized kilometre:	22.5.1 Payment for underutilized kilometres: = [(Assured km of all contracted buses for the six month period – Actual bus kilometres operated by all available fleet during the relevant period of six calendar months) X PK Fee X 0.5]	22.5.1 Payment for underutilized kilometres: = [(Assured km of all contracted buses for the six month period – Actual bus kilometres operated by all available fleet during the relevant period of six calendar months) X PK Fee X ~~0.5~~0.85]	22.5.1 Payment for underutilized kilometres: = [(Assured km of all contracted buses for the six month period – Actual bus kilometres operated by all available fleet during the relevant period of six calendar months) X PK Fee X 0.75]

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8	Volume -1 RFP document	Page No 17 of RFP	22. PERFORMANCE SECURITY: The Successful Bidder shall furnish, within twenty one (21) days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee (BG) from a Nationalized Bank or Scheduled Bank, for an amount of 5% of the annual contract value covering performance obligations and valid for a period of 90 days beyond the date of completion of the contract period.	22. PERFORMANCE SECURITY: The Successful Bidder shall furnish, within ~~twenty one (21)~~ **Forty Five (45)** daysof the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee (BG) from a Nationalized Bank or Scheduled Bank, for an amount of ~~5%of the annual contract value~~**Rs. 50,000 per bus** covering performance obligations and valid for a period of 90 days beyond the date of completion of the contract period.	Adhere to tender condition, please refer the tender document uploaded on 10.02.2024
9			New clause to be added:	Performance Security will be furnished with an initial validity of **3 years and same shall be renewed before its expiry** and shall be **maintained valid throughout the Contract period**	Not accepted
10	Volume 1 RFP Document	Page No. 18 of RFP	23.2 BMTC will be providing a subsidy of Rs. 15,00,000/- (Indian Rupees fifteen lakh only) per bus to the successful bidder.	23.2 BMTC will be providing a subsidy of Rs. 15,00,000/- (Indian Rupees fifteen lakh only) per bus to the successful bidder on **pro rata reduction basis @ 20% per year.**	Adhere to tender condition, please refer the tender document uploaded on 10.02.2024
11	Volume III Master Concession Agreement	Page No. 56 Clause 16.1.4	Service Provider scope: Charging of Buses.	Charging of Buses: Request to consider in **Authority Scope** to negotiate with Electricity DISCOM for achieving better contract rate.	Adhere to tender condition, please refer the tender document uploaded on 10.02.2024
12	Volume III Master Concession Agreement	Page No. 21 Clause no. 5.1.6	ARTICLE 5 OBLIGATIONS OF THE SERVICE PROVIDER: Make adequate arrangements, to make available spare buses to ensure a fleet availability of 100% of the fleet 120 buses	ARTICLE 5 OBLIGATIONS OF THE SERVICE PROVIDER: Make adequate arrangements, to make available spare buses to ensure a fleet availability of ~~100%~~95%of the fleet 120 buses	Adhere to tender condition, please refer the tender document uploaded on 10.02.2025
13	Volume 1 RFP Document	Page No.6 of RFP	1.4 A total of 03 (three) depots and 03 (three) locations for opportunity charging will be provided by the authority	Request to kindly provide the depot details and charging locations.	The details will be provided for sucessful bidder
14	Volume -1 RFP Document	Page No.7 of RFP Document	1.8 The Fares will be collected through a variety of options on-board and off board like cash, smart card, QR Code, etc as tickets, passes etc. An integrated ticketing system valid across the network of Stage Carriage Services is also envisaged to be introduced at a later date of the Period of Contract. On-board, off-board collection and any other revenue stream including advertisement revenue for corresponding buses shall be retained by the Authority. The Service Provider shall take responsibility of taking up suitable modifications in his buses depending upon the fare collection method chosen by the Authority.	Operator will provide the provision for installing Onboard Ticketing device and Authority shall provide on board Ticketing device.	Adhere to tender condition, please refer the tender document uploaded on 10.02.2025

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15	Volume 1 RFP Document	Page No.37 of RFP	Annexure – 9: Operations plan write up	Will be provided post award of LOA.	Agreed
16	Volume 2 Technical Specifications	Page No. 4 of Tech Specs	13.3 B) Wheel area clearance (mm): > 220 mm for parts fixed to bus body &> 170 mm for the parts moving vertically with axle or As per Manufacturer design	Request to consider as per OEM Design	As per maufacturers design
17	Volume 2 Technical Specifications	Page No. 4 of Tech Specs	Minimum seating capacity 33 numbers for Midi (9- meter) bus excluding driver	Minimum seating capacity: i) 31+D can be provided with front door of 800 & rear door width of 1200mm ii) 32+D with Front & Rear door of 800mm	Minimum seating capacity 31 numbers for Midi (9- meter) bus excluding driver
18	Volume 2 Technical Specifications	Page No. 5 of Tech Specs	14 (a) Service Doors: Both the entrance and the exit doors shall be of inside swing type or double jack knife type. Service doors shall be provided with grab handles.	Both the entrance and the exit doors shall be of inside swing type or double jack knife type or Outswing . Service doors shall be provided with grab handles.	As per maufacturers design
19	Volume III of MSA	Page No 160 of MSA	Procurement Schedule Schedule – G 1 - Release of Order M 2 01 Prototype delivery of bus M + 60 days 3 119 Delivery of 100% of tendered vehicles M+180 days	Procurement Schedule Schedule - G 1 - ~~Release of Order~~ Date of agreement signing M 2 01 Prototype delivery of bus M + ~~60~~90 days 3 160 Delivery of 100% of tendered vehicles M+ ~~180~~270 days	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024
20	Volume III–MSA	Page No 99 of MSA	27.1.3 The Authority shall throughout the Contract Period maintain in the Escrow Account, estimated Fee payable to the Service Provider as a revolving fund and for this purpose, the Authority shall replenish with its own resources, any deficit that may arise in maintaining such balance of funds	27.1.3 The Authority shall throughout the Contract Period maintain in the Escrow Account, **3 months**estimated Fee payable to the Service Provider as a revolving fund and for this purpose, the Authority shall replenish with its own resources, any deficit that may arise in maintaining such balance of funds	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024
21	Volume III–MSA	Page No. 30& 31 of MCA	Clause 5.10.2 in Master concession Agreement: Existing depots will be provided to service provider as is where is condition and BMTC will be providing 11KV line up to depot gate.	Existing depots will be provided to service provider as is where is condition and BMTC will be providing 11KV line up to **Metering cubicle room of depot**.~~depot gate.~~	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024
22			Not Specified in RFP, New clause to be added	All municipal approvals for developing charging infra shall be in the scope of Authority.	Agreed
23			Not Specified in RFP, New clause to be added	Authority shall provide the upstream power connection. Security deposit and approvals if required any for upstream power connection at depot or at any other location shall be in the scope of Authority.	Agreed
24			Not Specified in RFP, New clause to be added	Authority shall provide LT meters for utility power consumption by operator during operation and maintenance of buses.	The LT meters are already provided in the exisitng depots.
25			Not Specified in RFP, New clause to be added	Authority shall provide dedicated levelled space for parking and maintenance of buses	The identified depots will be provided in as is where is condition.

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26			Not Specified in RFP, New clause to be added	Authority shall bare increase in taxes/introduction of any new taxes if any during the contract period.	The satuatory taxes shall be borne by the bidder during contract period.
27	Volume – 1 RFP	Page No. 11 of RFP document	Clause 5.9 Termination for Default in RFP: BMTC may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, terminate the Contract in whole or part: If the bidder fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by BMTC or If the bidder fails to perform any other obligation(s) under the Contract.	Request to kindly delete the clause.	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024
28	Volume – 1 RFP	Page No. 16 of RFP document	21.5 Failure to Abide by the Master Service Agreement: The conditions stipulated in the MSA shall be strictly adhered to by the Service Provider and any violation thereof by the Service Provider may result in termination of the Master Service Agreement without prejudice to any rights available to Authority upon such termination as set forth in the Agreement.	21.5 Failure to Abide by the Master Service Agreement: **Termination shall happen for material breach of contract.**	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024
29	Volume – 1 RFP	Page No.17 of RFP Document	21.6 Amount to be Recovered for Incomplete Tenure: a) If during the Period the MSA remains in force, the Authority has reasons to be dissatisfied with the execution of MSA and/or the performance of the Service Provider, the Authority may by notice in writing call upon the Service Provider to remove the cause of such dissatisfaction in the way to be indicated in the notice and if the Service Provider fails for a period of thirty (30) days after the receipt of such notice to remedy such cause of dissatisfaction to the satisfaction of the Authority, then the Authority shall serve a further thirty (30) days' notice to the Service Provider in writing and on failure of the Service Provider to follow the orders in said notice and notwithstanding anything contained in the MSA to the contrary, the Authority shall have a right to terminate the MSA by giving the Service Provider a final fifteen (15) days' notice in writing and the MSA shall on expiry of the said notice period stand terminated without prejudice to the right of the Authority to forfeit the Performance Security provided for the MSA.	21.6 Amount to be Recovered for Incomplete Tenure: a) If during the Period the MSA remains in force, the Authority has reasons to be dissatisfied with the execution of MSA and/or the performance of the Service Provider, the Authority may by notice in writing call upon the Service Provider to remove the cause of such dissatisfaction in the way to be indicated in the notice and if the Service Provider fails for a period of ~~thirty (30) days~~Sixty (60) Daysafter the receipt of such notice to remedy such cause of dissatisfaction to the satisfaction of the Authority, then the Authority shall serve a ~~thirty (30) days~~45 days' notice to the Service Provider in writing and on failure of the Service Provider to follow the orders in said notice and notwithstanding anything contained in the MSA to the contrary, the Authority shall have a right to terminate the MSA by giving the Service Provider a final fifteen (15) days' notice in writing and the MSA shall on expiry of the said notice period stand terminated without prejudice to the right of the Authority to forfeit the Performance Security provided for the MSA.	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024
30	Volume – II MSA	Page No 49 of MSA	13.6.1 The Service Provider shall, no later than 60 (sixty) days or as per the mutually agreed delivery schedule from the Appointed Date, supply a Prototype bus (ensuring registration formalities are completed) and demonstrate to the Authority, tests and trials to be conducted in accordance with the provisions of Clause13.4	13.6.1 The Service Provider shall, no later than **90** days or as per the mutually agreed delivery schedule from the Appointed Date, supply a Prototype bus (ensuring registration formalities are completed) and demonstrate to the Authority, tests and trials to be conducted in accordance with the provisions of Clause13.4	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024

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31	Volume – II MSA	Page No 49 of MSA	13.6.2 In the event that the Service Provider fails to supply the Prototype bus within the period specified in Clause 13.4.1, the Authority may recover from the Service Provider an amount of INR 25,000/- plus applicable taxes per day from the Performance Security as Damages or part thereof, by which the delivery of the Prototype is delayed, provided that such Damages shall not exceed 10% (ten percent) of the Performance Security.	13.6.2 In the event that the Service Provider fails to supply the Prototype bus within the period specified in Clause 13.4.1, the Authority may recover from the Service Provider an amount of INR ~~25,000~~**1500/-** plus applicable taxes per day from the Performance Security as Damages or part thereof, by which the delivery of the Prototype is delayed, provided that such Damages shall not exceed **3%** of the Performance Security.	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024
32	Volume – II MSA	Page No 50 of MSA	13.9.2 If the supply of any Bus is delayed by a period exceeding 60 (sixty) days or as per mutually agreed delivery schedule as provided in the supply Schedule or if the Damages payable by the Service Provider for such delay in supply of Buses cross 10% (percent) of the Performance Security, notwithstanding anything provided in this Agreement, it shall be regarded as an Service Provider Event of Default.	13.9.2 If the supply of any Bus is delayed by a period exceeding ~~60~~**180 days**or as per mutually agreed delivery schedule as provided in the supply Schedule or if the Damages payable by the Service Provider for such delay in supply of Buses cross 10% (percent) of the Performance Security, notwithstanding anything provided in this Agreement, it shall be regarded as an Service Provider Event of Default.	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024
33	Volume – II MSA	Page No 51 of MSA	13.11.1 The Service Provider shall be liable for any damage to the Bus on account of accidents. The Service Provider agrees that it shall undertake repair and rectification of such damaged Bus such that the Bus conforms to the Specifications and Standards, to the satisfaction of the Authority. Service Provider shall immediately provide replacement to the bus which met with an accident/ repair/breakdown from their spare fleet and operate the same without affecting the services.	13.11.1 The Service Provider shall be liable for any damage to the Bus on account of accidents **for reasons attributable to operator.** The Service Provider agrees that it shall undertake repair and rectification of such damaged Bus such that the Bus conforms to the Specifications and Standards, to the satisfaction of the Authority. Service Provider shall immediately provide replacement to the bus which met with an accident/ repair/breakdown from their spare fleet and operate the same without affecting the services.	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024
34	Volume – II MSA	Page No 51 of MSA	13.11.2 The Service Provider agrees that the Authority shall not be responsible for any liability arising out of any civil or criminal proceedings instituted by affected parties, as a result of such accident of the Bus and the Service Provider agrees that it shall keep the Authority indemnified against any third- party claims arising from such accidents.		Adhere to tender condition, please refer tender documents uploaded on 10.02.2024
35	Volume – II MSA	Page No 75 of MSA	20.4.3 The Service Provider agrees that the Reliability for the Buses determined in accordance with Clause 20.4.2 shall be equal to or less than 0.5	20.4.3 The Service Provider agrees that the Reliability for the Buses determined in accordance with Clause 20.4.2 shall be equal to 1~~or less than 0.5~~	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024
36	Volume – II MSA	Page No 87 of MSA	22.5.5 In case kms cancelled due to breakdowns, accidents, vehicle repair etc such km shall not be considered as bus kms and for under utilized kms.	Request to consider cancelled upto break down points to be considered in bus kilometers.	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024

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37	Volume – II MSA	Page No 87 of MSA	22.5.3 In the event of the Service Provider not making available the full fleet, the payment will be restricted to the actual fleet made available. The Service Provider will be entitled for Minimum Half Yearly Assured Payment Amount only if he has maintained 100% fleet availability every month.	Except for force majeure and any reasons which are not attributable to operator	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024
38	Volume – II MSA	Page No 90 of MSA	23.3.3 The driving training simulator to be provided by the Service Provider shall be a computer controlled visual system showing the road and signals ahead and interfaced with the driver's controls.	On Bus training will be provided. Simulator training is not provided	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024
39	Volume – II MSA	Page No 115 of MSA	32.4 Other rights and obligations of the Authority: Upon Termination for any reason whatsoever	32.4 Other rights and obligations of the Authority: **For reasons attributable to operator**	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024
40	Volume – II MSA	Page no 164 to 166 of MSA	Schedule: I	Schedule: I: **Request to kindly delete**	The maintenance schedule has to be maintained as per OEMs maintenance practise.
41	Volume II of MSA	Page No 20 of MSA	4.3 Deemed Termination upon Delay: Without prejudice to the provisions of Clauses 4.2 and 4.3, and subject to the provisions of Clause 9.2, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, before 200 (Two Hundred) days from the date of this Agreement or the extended period provided in accordance with this Agreement, all rights, privileges, claims and entitlements of the Service Provider under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Service Provider, and the Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Service Provider, the Performance Security of the Service Provider shall be encashed and appropriated by the Authority as Damages thereof.	4.3 Deemed Termination upon Delay: Without prejudice to the provisions of Clauses 4.2 and 4.3, and subject to the provisions of Clause 9.2, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, before ~~200 (Two Hundred)~~400 days from the date of this Agreement or the extended period provided in accordance with this Agreement, all rights, privileges, claims and entitlements of the Service Provider under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Service Provider, and the Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Service Provider, the Performance Security of the Service Provider shall be encashed and appropriated by the Authority as Damages thereof.	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024

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42	Volume II of MSA	Page No 19 of MSA	4.1.2 The Conditions Precedent required to be satisfied by the Service Provider from the date ofthis Agreement and/or receipt of LOA and prior to the Appointed Date shall be deemed to have been fulfilled when the Service Provider shall have (a) Registered office in Bengaluru city; (b) provided Performance Security to the Authority within 21 (twenty one) days of receipt of the LOA pursuant to Article 9; (c) procured if required for the Service Provider the Right of Way to the Depot Site in accordance with the provisions of Clause 10.3.1; and	The Operator may, upon providing the Performance Security to the Authority in accordance with Article 9, at any time after 15 (fifteen) days from the date of this Agreement or on an earlier day acceptable to the Authority, by notice require the Authority to satisfy the Condition Precedent set forth here within a period of 90 (ninety) days of the notice, and the Condition Precedent required to be satisfied by the Authority prior to the Appointed Date shall be deemed to have been fulfilled when the Authority shall have: (a) procured for the Operator the Right of Way to the Depot Site in accordance with the provisions of Clause 10.3.1; and [(b) procured all Applicable Permits required to be procured by the Authority as specified in Schedule- C, including those relating to environmental protection and conservation of the Site.	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024
43	Volume II of MSA	Page No 153 of MCA	Schedule – C: Applicable Permits	Request to consider following permits in Authority scope: a) Permits for Building Plan in accordance with the applicable State Act and by-laws (b) Insurance for Depot, Electrical & Civil Infrastructure and other Authority owned assets related to Agreement (c) Permission of State Government for extraction of boulders from quarry (d) Permission of Pollution Control Board for installation of crushers (e) Permission of State Government for drawing water from nearby river/reservoir (if needed) (f) Permission of State Government for cutting of trees	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024
44	Volume II of MSA	Page No 99 of MSA	27.2 27.2.1 (b) any deposit by the Authority to maintain an amount equivalent to 1 (One) month estimated Fee in the Escrow Account.	Request to consider minimum 2 Months Escrow balance	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024
45	Volume II of MSA	Page No 113 of MSA	32.4 Upon Termination for any reason whatsoever, the Authority shall: (a) take possession and control of the Buses and Maintenance Depots forthwith;	Upon Termination for any reason whatsoever, the Authority shall: ~~(a) take possession and control of the Buses and Maintenance Depots forthwith;~~ **Request to delete Point (a)**	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024

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46	Volume II of MSA	Page No. 52 of MSA	14.1.4The Authority Representative shall submit an inspection report for each Bus specifying the defects and deficiencies that shall be rectified by the Service Provider in conformity with the Specifications and Standards (the "Punch List"). The Service Provider shall, no later than 15(fifteen) days, rectify each item in the Punch List and notify the Authority of the same. The Authority may, in its discretion, inspect the Bus within 10 (ten) days thereof and in the event that any defect or deficiency specified in the Punch List shall have remained without rectification thereof, the Service Provider shall pay to the Authority as Damages, INR 5,000/- (Indian Rupee Five Thousand) per bus per day of delay until all items of the Punch List are rectified.	14.1.4 The Authority Representative shall submit an inspection report for each Bus specifying the defects and deficiencies that shall be rectified by the Service Provider in conformity with the Specifications and Standards (the "Punch List"). The Service Provider shall, no later than 15(fifteen) days, rectify each item in the Punch List and notify the Authority of the same. The Authority may, in its discretion, inspect the Bus within 10 (ten) days thereof and in the event that any defect or deficiency specified in the Punch List shall have remained without rectification thereof, the Service Provider shall pay to the Authority as Damages, ~~5,000~~**INR 1,000 per bus per day** subject to maximum of **Rs. 10,000/- per bus**of delay until all items of the Punch List are rectified.	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024
47	Volume II of MSA	Page No.53 of MCA	14.3 Damages for delay Subject to the provisions of Clause 12.5, if COD does not occur prior to the 91st (ninety first) day/ or as per mutually agreed due date after the approval of prototype of the Buses, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, the Service Provider shall pay Damages to the Authority in a sum calculated at the rate of INR 1500/- (Indian Rupee one thousand five hundred Only) for delay of each day until COD is achieved from the monthly payment to the Service Provider/ Performance Security submitted by them.	14.3 Damages for delay Subject to the provisions of Clause 12.5, if COD does not occur prior to the 91st (ninety first) day/ or as per mutually agreed due date after the approval of prototype of the Buses, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, the Service Provider shall pay Damages to the Authority in a sum calculated at the rate of INR 1500/- (Indian Rupee one thousand five hundred Only) **Subject to max of Rs. 10,000/-**for delay of each day until COD is achieved from the monthly payment to the Service Provider/ Performance Security submitted by them.	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024
48	Volume II of MSA	Page No 79 of MSA	20.13 Other Key Performance Indicators to be complied by the Service Provider	20.13 Other Key Performance Indicators to be complied by the Service Provider **Penalty subject to Maximum of Rs. 10,000/- per bus.**	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024
49	Volume II of MSA	Page No 63 of MSA	17.3.3 The Service Provider shall maintain a sufficient inventory of Consumables and Spares for timely repair and maintenance of Buses in conformity with its Maintenance Obligations and shall ensure that upon Termination, hand over such spares and consumables to the Authority with adequate inventory for a period of 6 (six)months.	17.3.4 The Service Provider shall maintain a sufficient inventory of Consumables and Spares for timely repair and maintenance of Buses in conformity with its Maintenance Obligations and shall ensure that upon Termination, hand over such spares and consumables to the Authority on **chargeable basis**~~with adequate inventory~~for a period of 6 (six)months.	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024
50	Volume II of MSA	Page No 22 of MSA	5.1.14 Make adequate arrangement for attending to road calls on-line, towing of failed Buses, if required, clearance of bus ways, etc. in least possible time. If failed to resolve the issue within one hour, Rs.500 shall be levied for each break down.	5.1.14 Make adequate arrangement for attending to road calls on-line, towing of failed Buses, if required, clearance of bus ways, etc. in least possible time. If failed to resolve the issue within **six** Rs.500 shall be levied for each break down.	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024
M/s. OHM Global Mobility Pvt Ltd.,					

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
51	Volume I / Section 1/ General 1.4	6	A total of 03 (three) depots and 03 (three) locations for opportunity charging will be provided by the authority for operations of 120 Non AC, 9 mtr, 900mm floor height electric bus.	Request Authority to clarify the following: 1. Location of 3 depots and 3 opportunity charging locations and no. of chargers required at the opportunity charging locations. 2. Upstream infrastructure at the opportunity charging locations	1. The details will be provided for the sucessful bidder. 2. 11KV line will be provided by BMTC
52	Volume I / Section 2 13.5 – Financial Proposal	13	While preparing the Financial Proposal, Bidders shall take into account the requirements and conditions of the RFP Document. The Bidder should quote per kilometer rate inclusive of electricity cost (including fixed charges, cess, surcharge taxes & other charges levied by BESCOMS time to time on account of charging of the buses). The other parameters i.e. cost of bus, cost of battery, cost of one charger and cost of electric infrastructure per depot has to be scanned and uploaded along with the technical bid as per Annexure-13.	The electricity cost considered is inclusive of current Energy Charges, Demand charges, FPPPA (Fuel & Power Purchase Price Adjustment) Charges & Electricity Tax. Any increase/decrease in the FPPPA cost also to be considered while revised the rates on account of electricity charges. The change in Electric Cost would be a change in law.	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024
53	Volume I / Section 2& Volume 3 23. PERFORMANCE SECURITY& 9.1.1	V II - 17 V3 –39 of 212	22.1 The Successful Bidder shall furnish, within twenty one (21) days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee (BG) from a Nationalized Bank or Scheduled Bank, for **an amount of 5% of the Annual contract value** covering performance obligations and valid for a period of 90 days beyond the date of completion of the contract period.	22.1 The Successful Bidder shall furnish, within twenty-one (21) days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee (BG) from a Nationalized Bank or Scheduled Bank, for an amount of ~~5% of the contract value~~Rs. 50,000 per Buscovering performance obligations and valid for a period of 2 years initially. BG will be renewed every 2 years till the completion of the contract period.	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024
54	Volume I / Section 2 & Volume 3 23. PERFORMANCE SECURITY & 9.1.2	V II - 18 V3 – 39 of 212	23.2 BMTC will be providing a subsidy of Rs. 15,00,000/- (Indian Rupees fifteen lakh only) per bus to the successful bidder. The BG shall be furnished for an amount equivalent towards subsidy given by BMTC per bus towards Subsidy Performance Security (as and when released by BMTC), valid for a period of 5 (five) years from the date of submission of BG.	The subsidy BG can be reducing year on year by 20% for the 5 (five) years.	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024
55	Volume II Technical Specifications for 9m single decker buses	2	3. VI. Charging Time: 2 hours- overnight charging	VI. Charging Time: 3 hours- overnight charging	Overnight Charging Time: The bidder should ensure adequate number of charging points are installed so that over night charing of EV buses is completed within 2 hours per bus
56	Volume II 12. Charging Range	3	The battery shall have capacity to operate 120 kms in single charge at 80% SOC and opportunity charging of 45 minutes with assured kms of 150km per day	The battery shall have capacity to operate 120 kms in single charge at 80% SOC duly certified **as per AIS 040** standard by testing agency as per CMVR and and opportunity charging of 45 minutes **(Depot In & Depot Out)** with assured kms of 180 kms per day	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
57	Volume II 13.1 - A	4	Overall length (excluding bumper): 8400-9500 mm	Overall length (excluding bumper): 9000 - 9500 mm	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024
58	Volume II 13.1 - B	4	Overall width (solebar/floor level- extreme points): As per CMVR	Overall width: 2450 – 2600mm	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024
59	Volume II 15.5 – D	5	Glassthickness: 4.8-5.3mm	Toughened glass IS:2553 (Part-2) 2019 latest revision. Thickness = 6 mm, 4.93-6.00 mm	As per maufacturers design
60	Volume II 15.5 – e	5	ToughenedasperIS:2553(Part-2)–1992/latest of4.8-5.3mmthickness		As per maufacturers design
61	Volume II Note: XI	18	XI. Bus manufacturer needs to provide lifetime warranty for the battery, electric motor, and controller. Smaller repairs had to be resolved in six hours while system faults with battery, electric motor and controller have to be corrected within 48 hours. **The warranty alsorequires the manufacturers to replace batteries when the state of charge (SOC) falls below 80 percent.**	Kindly request you to delete this requirement. Batteries will be replaced	As per maufacturers design
62	Volume II		Technical specifications: ITS	Request to include Camera based Automatic Passenger Counters (APC) in line with CESL, Government of India, PM E-Bus Sewa tender Technical specification clause no. 28 – 8 Camera Based Passenger Counters: 2 At each door as per the specifications in Annexure 1.	Not accepted
63	Volume III 4.1 Conditions Precedent	Page 19 of 212	4.1.2 (c) procured if required for the Service Provider the Right of Way to the Depot Site in accordance with the provisions of Clause 10.3.1; and	Kindly request you to consider "Procuring Right of Way to Depot site" shall be in the scope of the Authority.	The existing depots will be handed over to bidder in as is where is condition.
64	Volume III 4.2 Damages for Delay by the Service Provider	Page 20 of 212	In the event that (i) the Service Provider does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in that Clause ,and (ii) the delay has not occurred as a result of breach of this Agreement by the Authority or due to Force Majeure, the Service Provider shall pay to the Authority Damages in an amount calculated at the rate of 0.25% (zero point two five percent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum amount equal to the Bid Security, and upon reaching such maximum,	In the event that (i) the Service Provider does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in that Clause ,and (ii) the delay has not occurred as a result of breach of this Agreement by the Authority or due to Force Majeure, the Service Provider shall pay to the Authority Damages in an amount calculated at the rate of ~~0.25%~~0.1% (zero point ~~two~~ ~~five~~one percent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum amount equal to the Bid Security, and upon reaching such maximum,	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
65	Volume III 4.4 Damages for delay by the Authority	Page 20 of 212		Below Clause to be added: (a) In the event that the Authority does not procure fulfilment or waiver of the Conditions Precedent set forth in the Agreement, or, within the time period specified for the fulfilment of such Condition Precedent, the Authority shall pay to the Service Provider Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 20% (twenty per cent) of the Performance Security. If the Authority delays in fulfilling its Conditions Precedent such that the cap on Damages set out herein is breached, then the Authority may continue to pay the Service Provider Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each additional day's delay and if the Authority fails to pay such Damages, the Service Provider may, in its sole discretion, terminate the Agreement. Provided that in the event of a delay by the Service Provider in procuring fulfilment of any of its Conditions Precedent specified in Clause 4.1.3 and where such delay impacts the Authority's ability to fulfil any of its Conditions Precedents, no Damages shall be due or payable by the Authority under this Clause 4.5 until the date on which the Service Provider shall have procured fulfilment of the relevant Conditions Precedent specified in Clause 4.1.3.	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024
66	Volume III Article 5	Page 22 of 212	5.1.14 Make adequate arrangement for attending to road calls on-line, towing of failed Buses, if required, clearance of bus ways, etc. in least possible time. If failed to resolve the issue within one hour, Rs.500 shall be levied for each break down.	Request amendment. 5.1.14 Make adequate arrangement for attending to road calls on-line, towing of failed Buses, if required, clearance of bus ways, etc. in least possible time.	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024
67	Volume III 5.10Obligations relating to charging infrastructure	Page 31 of 212	5.10.1 The Service Provider agrees that it shall provide for charging infrastructure at the designated Maintenance Depots/Opportunity charging locations and numbers as per the operational plan with mutual consent depending upon the operation of buses and shall provide adequate infrastructure for metering of consumption of electricity at each of the individual charging stations. The Service Provider agrees that it shall ensure that the charging stations installed at the Maintenance Depots are used only for the purpose of charging of Buses deployed for the Project and no other purpose whatsoever.	Request Authority to share the details tentative Bus Route Schedule and locations of opportunity charging locations to arrive accurate Peak load demand/No. of Chargers at each of these opportunity charging locations.	The details will be provided for sucessful bidder

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
68	Volume III 5.10 Obligations relating to charging infrastructure	Page 31 of 212	5.10.2 The Service Provider agrees that it is also responsible for providing the charging infrastructure at any third party locations that maybe required by them to ensure that the Buses deployed, operate for a minimum of 180 Kms per day. **The Service Provider shall undertake the design, engineering, procurement, construction and operation of charging infrastructure and upstream power connectivity, etc.** The Authority assist the Service Provider in undertaking any permissions, permits, etc., as the case maybe, but is not responsible or guarantee in anyway whatsoever for such support and approval from time to time. Existing depots will be provided to service provider as is where is condition and BMTC will be providing 11KV line up to depot gate.	The Authority should provide Upstream Power Connection up to 11kv line till the Depot Premises (including any Depots) and Service Provider will be responsible for only Downstream Infrastructure within the Depot premises	Existing depots will be provided to service provider as is where is condition and BMTC will be providing 11KV line up to Metering cubicle near depot gate.
69	13.4 Prototype	Page 48 of 212	13.4.1 The Service Provider shall, no later than **30 days from the date of issue of LoA,** provide to the Authority 3 (three) copies of the Designs and Drawings of the Prototypes, as specified in Schedule-F. The Service Provider shall also share homologation certificate and any propriety information forming part of Designs and Drawings of the bus during Prototype inspection	13.4.1 The Service Provider shall, no later than ~~30~~**90 days from the date of issue of LoA,** provide to the Authority 3 (three) copies of the Designs and Drawings of the Prototypes, as specified in Schedule-F. The Service Provider shall also share homologation certificate and any propriety information forming part of Designs and Drawings of the bus during Prototype inspection	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024
70	Volume III 13.6 Supply of Prototype	Page 49 of 212	13.6.1 The Service Provider shall, no later than 60 (thirty) days or as per the mutually agreed delivery schedule from the Appointed Date, supply a Prototype bus (ensuring registration formalities are completed) and demonstrate to the Authority, tests and trials to be conducted in accordance with the provisions of Clause13.4.	13.6.1 The Service Provider shall, no later than **120 (One Hundred and Twenty) days** or as per the mutually agreed delivery schedule from the Appointed Date, supply a Prototype bus (ensuring registration formalities are completed) and demonstrate to the Authority, tests and trials to be conducted in accordance with the provisions of Clause13.4.	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024
71	Volume III 13.6 Supply of Prototype	Page 49 of 212	13.6.2 In the event that the Service Provider fails to supply the Prototype bus within the period specified in Clause 13.4.1, the Authority may recover from the Service Provider an amount of **INR 25,000/- excluding applicable taxes per day from the Performance Security** as Damages or part thereof, by which the delivery of the Prototype is delayed, provided that such Damages shall not exceed 10% (ten percent) of the Performance Security	In the event that the Service Provider fails to supply the Prototype bus within the period specified in Clause 13.4.1, the Authority may recover from the Service Provider an amount of **INR 5,000/- excluding applicable taxes per day from the Performance Security** as Damages or part thereof, by which the delivery of the Prototype is delayed, provided that such Damages shall not exceed 10% (ten percent) of the Performance Security	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024
72	Volume III Article 17	Page 61 of 212	17.1.3 The service provider shall conduct training on maintenance activities of electric buses for authority's staff **as decided by the authority**	The service provider shall conduct training on maintenance activities of electric buses for authority's staff **as per mutually agreed schedule**	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024
73	Volume III Article 17	Page 69 of 212		1. Request Authority to provide Driver rest rooms at Opportunity Charging Locations for the buses coming in for Night Parking. 2. Request Authority to provide dedicated depots for EV Bus operations to avoid complications in sharing with other service providers.	Not accepted

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
74	Volume III Article 17	Page 69 of 212		Along with the space for Charing & Parking of buses, the Maintenance depot to be handed over by authority will also consist of. a) RCC Flooring b) Boundary compound wall c) Exit/Entry Gated) Sufficient No. Service Pits/depot. e) Sufficient Covered Maintenance Bays/depot f) Washing Bays including sufficient No. of Bus washers/depot. g) Office room spaces. h) Storerooms spaces. i) Common Toilets	The existing depots will be handed over to bidder in as is where is condition.
75	Volume III 17.25.4	Page 69 of 212	The Authority shall provide 11 KV (Eleven kilo volt), 3-phase connection for charging of Buses. The required up-stream power depending upon charging of buses will be provided by the Authority at the depots/bus stands earmarked for operation of electric buses. Subject to Clause 5.2, supply of electricity and water at the Maintenance Depots shall be procured by the Service Provider at its own expense and the Service Provider shall provide for a sub- station for step-up and step-down of power within the Maintenance Depots. It is clarified that the distribution of power for the purpose of charging Buses shall be arranged by the Service Provider, and it shall procure Applicable Permits for the same.	Request Authority to support depotwise in 11kV Electricity meter connection 'name change' (from BMTC) to Service Provider's name inorder to bring in the Renewable Energy for eBus Charging. This is to ensure the Project has Zero Carbon Footprint.	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024
76	Volume III 21.1Financial Close	Page 84 of 212	21.1.2 The Service Provider shall, upon occurrence of Financial Close, notify the Authority forthwith, and shall have provided to the Authority, at least 2 (two) days prior to the Financial Close, 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Service Provider, along with 3 (three) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders.	21.1.2 The Service Provider shall, upon occurrence of Financial Close, notify the Authority forthwith, and shall have provided to the Authority, at least 2 (two) days prior to the Financial Close, 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Service Provider, along with 3 (three) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders **and if applicable, 3 (three) true copies of the Bus Lease Agreement(s).**	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024
77	Volume III 22.3 Payment of Fee	Page 86 of 212	22.3.2 The Authority shall within a period of 30 (thirty) days from receipt of the invoice, subject to verification of the invoice against the records that it has in relation to the Bus Service, Fine to be levied by the Authority as per Key Performance Indicators defined in Article 20 and submission of proof of payments towards PF and ESI make the payments. All payments shall be made by the Authority to the Service Provider after making applicable deductions such as penalties and any tax at source under Applicable Law.	Kindly request you to make payment within 15days of receipt of Invoice	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
78	Volume III 22.5 Payment for underutilized kilometre	Page 87 of 212	22.5.1 If the actual Bus Kilometres is below the assured utilization over a period of six months, then the payment for any underutilized kilometres shall be calculated on the following basis: Payment for underutilized kilometres: **= [(Assured km of all contracted buses for the six-month period – Actual bus kilometres operated by all available fleet during the relevant period of six calendar months) X PK Fee X 0.5]**	22.5.1 If the actual Bus Kilometres is below the assured utilization over a period of six months, then the payment for any underutilized kilometres shall be calculated on the following basis: Payment for underutilized kilometres: **= [(Assured km of all contracted buses for the six month period – Actual bus kilometres operated by all available fleet during the relevant period of six calendar months) X PK Fee X 1.0]**	22.5.1 If the actual Bus Kilometres is below the assured utilization over a period of six months, then the payment for any underutilized kilometres shall be calculated on the following basis: Payment for underutilized kilometres: **= [(Assured km of all contracted buses for the six-month period – Actual bus kilometres operated by all available fleet during the relevant period of six calendar months) X PK Fee X 0.75]**
79	Volume III 22.6 Payment for Excess kilometre	Page 88 of 212	Payment for excess kilometer = [(Actual kilometers Operated by all available buses within contracted buses for the six-month period– (Assured km of all contracted buses for the six-month period)) X PK Fee X 0.5]	Payment for excess kilometre = [(Actual kilometres Operated by all available buses within contracted buses for the six-month period– (Assured km of all contracted buses for the six month period)) X PK Fee X 0.75]	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024
80	Volume III 22.7 Revision of Fee	Page 88 of 212	22.7.1 The Basic Quoted Rate per kilometer for Hiring of Electric AC Buses will be revised annually **@ 1.0% of Basic Quoted Rate from 3rd year of the date of COD** throughout the contractual period to accommodate price escalation on account of cost of maintenance, material and manpower. **However, for the first two years, there will be no revision for Hiring Charges** and any increase in electricity tariff will be borne by Authority only until 1.3 kwh/km and if reduction in electric city tariff will be passed on to Authority.	Request to amend the revision of fee in line with CESL Government of India tender clause, 22.4: "The Parties agree that the PK Fee shall be revised every 6-months from the date of signing of this Agreement to accommodate price escalation on account of cost of maintenance, material and manpower. "Revision in PK Fee" will be calculated based on the formulae given below: PK fees (revised) = (PK fees) + (PK Fee x (CPIMonth – CPIBase)/ CPIBase x 0.05) + (PK Fee x (MWMonth – MWBase)/ MWBase x 0.25) Where, CPI Base = Index value issued by Government of India's Labour Bureau's Consumer Price Index for Industrial Workers (CPI- IW) at the time of Bid end date.	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
				CPI Month = Index value issued by Government of India's Labour Bureau's Consumer Price Index for Industrial Workers (CPI- IW) for particular month when the price variation is applicable. MWBase = Minimum wages notified by the Labour department of that state applicable at the time of bid end date for skilled category MWMonth= Minimum wages for skilled category for particular month, notified by the Labour department of that state	
81	Volume III 27.1 Escrow Account	Page 97 of 212	27.1.3 The Authority shall throughout the Contract Period maintain in the Escrow Account, estimated Fee payable to the Service Provider as a revolving fund and for this purpose, the Authority shall replenish with its own resources, any deficit that may arise in maintaining such balance of funds	27.1.3 The Authority shall throughout the Contract Period maintain in the Escrow Account, **3 (Three) months**estimated Fee payable to the Service Provider as a revolving fund and for this purpose, the Authority shall replenish with its own resources, any deficit that may arise in maintaining such balance of funds	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024
82	Volume III 32.3.2 In case of Service Provider Default	Page 112 of 212	Upon Termination on account of successful bidder Default during the Contract Period, the Authority shall pay to the successful bidder by way of Termination Payment, an amount equal to: 90% (ninety per cent) of the Debt Due less Insurance Cover;	Upon Termination on account of successful bidder Default during the Contract Period, the Authority shall pay to the successful bidder by way of Termination Payment, an amount equal to: 90% (ninety per cent) of the Debt Due **including Lease Amounts** less Insurance Cover;	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024
83	Volume III 32.3.3 In case of authority Default	Page 112 of 212	Upon Termination on account of BMTC Default, the BMTC shall pay to the successful bidder, by way of Termination Payment, an amount equal to: (a) Debt Due (b) 115% (one hundred and fifteen per cent) of the Adjusted Equity; and	Upon Termination on account of BMTC Default, the BMTC shall pay to the successful bidder, by way of Termination Payment, an amount equal to: (a) Debt Due (b) **150%** (one hundred and fifteen per cent) of the Adjusted Equity; and	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024
84	Volume III Schedule G	Page 157 of 212	Sr. No. Number of Buses Activity Timeline 1 - Release of Order M 2 01 Prototype delivery of bus M+ 60 days 3 119 Delivery of 100% of tendered vehicles M+180 days	Sr. No. Number of Buses Activity Timeline 1 - Signing of Agreement M 2 01 Prototype delivery of bus M+ 90 days 3 119 Delivery of 100% of tendered vehicles Within 180 days from Prototype approval.	
85	Volume III Schedule L	Page 171 of 212	MAINTENANCE DEPOTS EQUIPMENT: (This is in addition to the specific equipment's required for electric buses)	MAINTENANCE DEPOTS EQUIPMENT (The maintenance depot equipment specified is only indicative and all equipment will be finalized based on the list recommended by OEM & service providers for bus O&M)	The depot will be handed over in as is where is condition and any additonal maintenance equipments to be maintained as per OEM maintenace practise.
EKA By Pinnacle Mobility Solutions Pvt Ltd Pune					
86	Vol-1 ITB 4 Evaluation of Qualificatio n Proposal	22	Section 2, Clause 4, ELIGIBILITY OF THE BIDDERS "Should have manufactured 80% of the tendered quantity i.e., 96 Nos buses of any electric bus model, cumulative in the last three financial years i.e., 2020-21, 2021-22 & 2022-23. Should submit copies of Invoices/Delivery Completion certificates."	We request the following provision: "The Bidder shall have an experience of supply, operate and maintain minimum 10 (no) e-buses in India in last 5 Financial Years preceding the Bid Due Date or The Bidder has an experience of supply, operate & maintain of 1/3 of tender quantity of Electric buses or having LOAs/Orders of 25 (no) e-buses in hand in the last 5 years in India.	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
87	Formation of SPV after winning the contract		Not Availble in RFP	With a view to fund the capital expenditure related to the project, a Special Purpose Vehicle (SPV) may be allowed to be incorporated by the winning bidder (OEM). Almost all the bids in the GCC segment allows formation of SPV with OEM being shareholder in the SPV. Draft provision regarding formation of a SPV related matters is provided below for consideration: "A Bidder being declared as the Successful Bidder for the Project may incorporate a limited liability company under Indian Companies Act, 2013. However, the Bidder (OEM) shall hold majority stake in the SPC for a period of (2) years during the term of the Operator Agreement (on Concession Agreement); after the said period the said sole bidder/lead bidder may reduce its stake to not less than 26 %." (Reference: (a) RfP issued by BEST 250 AC SD buses in October 2023 (b) CESL – PM e-Bus Sewa tender issued in November 2023 (c) multiple tenders issued by State of Gujarat, Maharashtra etc.)	Not accepted
88	Vol-II Specifications	Page2 SrNo3 VI	VI. Charging Time - 2 hours- overnight charging.	VI. 2 ~ 3 hours for full charge.	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024
89	Page 4/5 SrNo 14	14	Ramp for wheel chair at the gates	Please change the floor height max 650mm to provide Ramp for wheelchair	please refer tender documents uploaded on 10.02.2024
90	Page 7 15.6 A	Minimum seating capacity	Minimum seating capacity 33 numbers for Midi (9- meter) bus excluding driver and space for one wheelchair with provision for seat belt, wheelchair anchorage, stoppers etc. Location of wheel chair space shall be clearly highlighted and be visible using the standard symbols for wheel chair accessibility.	Please clarify the requirment of wheelchair area, and wheel chair lifting / Ramp. Seating capacity depends on the same.	please refer tender documents uploaded on 10.02.2024
91	Volume III– Master Service Agreement	Clause-III 5.10.2	The Service Provider agrees that it is also responsible for providing the charging infrastructure at any third party locations that maybe required by them to ensure that the Buses deployed, operate for a minimum of 180 Kms per day. The Service Provider shall undertake the design, engineering, procurement, construction and operation of charging infrastructure and upstream power connectivity, etc. The Authority assist the Service Provider in undertaking any permissions, permits, etc., as the case maybe, but is not responsible or guarantee in anyway whatsoever for such support and approval from time to time. Existing depots will be provided to service provider as is where is condition and BMTC will be providing 11KV line up to depot gate.	Request you to provide down stream electrical 440V L.T supply. We kindly request that Upsteem Power Supply should be provided through Express feeder to prevent any power interruptions or	Adhere to tender condition, please refer tender documents uploaded on 10.02.2024

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
92	Volume III–Master Service Agreement	Clause-III 5.10.3	The Service Provider also agrees that the Authority is only responsible for providing the upstream connectivity from the nearest sub-station to the Maintenance Depot. All other but not limited to civil and electrical infrastructure setup, operations, maintenance and compliance to Applicable Law and Safety is the responsibility of the Service Provider inside the Depots	outages.	10.02.2024
93	Volume III–Master Service Agreement	Clause-III 6.1.1	(e)provide, or cause to be provided, reasonable support to the Service Provider in procuring electric transmission lines and sub-station as specified in Schedule-A, at any location situated within 500 m (five hundred meters) of the boundary of the Maintenance Depots;		
94	Volume III–Master Service Agreement	Schedule -A		Request you to provide the depot name and address	The details will be provided for sucessful bidder
95				Request you to provide the route schdule along with timings	The details will be provided for sucessful bidder

CME, BMTC

CTM(O), BMTC

CAO, BMTC 15/2/24

COSP, BMTC

CCE, BMTC